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PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

MYSORE DISTRICT.

Abstract Notification.

The attention of the public is invited to the detailed notifications dated the 19th July 1924, regarding the sale of tupre leaves and honge leaves and seeds of the District for the year 1924-25, published on pages 498—499 and pages 511—512, Part VI of the *Mysore Gazette*, dated the 31st July 1924.

H. S. NARAYANA RAO,
District Forest Officer.

HASSAN DISTRICT.

Notification dated 2nd August 1924.

It is hereby notified for the information of the public that the exclusive right of collecting the minor Forest Produce on all Government unoccupied lands, Amrut Mahal kavals, State Forests and Reserve lands and Plantations for two years 1924-26 (up to the end of June 1926) in the Arsikere will be sold by public auction by the District Forest Officer in conjunction with the Deputy Commissioner or in his absence with an Assistant Commissioner deputed for the purpose on Monday the 25th August 1924, in the Hassan District Forest Office. The sale will be subject to the confirmation of the Conservator of Forests who has the discretion to accept or reject any bid without assigning any reason therefor.

For all other details attention is invited to the detail notification dated 2nd May 1924, already published which will be read out at the time of sale. The sale will commence at 2 P.M. on the sale date.

M. A. VARADACHAR,
District Forest Officer.

SHIMOGA DIVISION.

Notification dated 28th July 1924.

It is hereby notified for general information that the exclusive right of collecting thangadi and kakke barks on all Government lands and State Forests, from the date of the confirmation of the sale to 30th June 1925, in the Kumsi Sub-Taluk, will be resold on 18th August 1924, at the District Forest Office, Shimoga, by the Deputy Commissioner, Shimoga District, or other officer deputed by him, in conjunction with the District Forest Officer, Shimoga, at the risk of the original purchaser as he has failed to remit the 3rd khist amount due on 1st July 1924.

For conditions of sale please *vide* notification published on pages 208-11, Part VI of the *Mysore Gazette*, dated 13th April 1924.

M. MADHIYA,
District Forest Officer.

SAGAR DIVISION.

Notification dated 24th July 1924.

It is hereby notified that two Kaihalsu timber logs measuring 35 c.ft. are found in Kamblikoppa Forest, Sagar Taluk, bearing no numbers and any Forest stamps. The said timber has been carted to Sagar Timber Depot. Any person having any right to the said timber is directed to present to the District Forest Officer, Sagar Division, within one month from the date of publication of this notification, a written statement establishing his claims thereto, failing which, the ownership of the said timber shall vest in the Government under Section 40 of the Mysore Forest Regulation.

P. KRISHNASWAMY RAO,
District Forest Officer.

KADUR DIVISION.

Abstract Notification.

The attention of the public is invited to the detailed notification dated 17th July 1924, regarding the sale of Bamboos in the Forests of the Kadur Division for 1924-25, published on pages 499 to 500, Part VI, of the *Mysore Gazette* dated 31st July 1924.

B. NARASIMHA IYENGAR,
District Forest Officer.

CHITALDRUG DISTRICT.

Notification dated 2nd August 1924.

It is hereby notified for general information that the exclusive right of collecting the Minor Forest Produce on all Government unoccupied lands, Amrut Mahal kavals, State Forests, Reserved lands and plantations in the undermentioned Taluks from the date of confirmation of the sale to 30th June 1926, will be sold Talukwar by public auction by the Deputy Commissioner, Chitaldrug, or other officer deputed by him in conjunction with the District Forest Officer, Chitaldrug, on the dates and at the places specified below :—

Teak comprised	Place of sale	Date of sale
CHITALDRUG DISTRICT.		
1 Chitaldrug	District Forest Office, Chitaldrug.	27th August 1924
2 Challakere	Do do ...	Do
3 Jagalur	Do do ...	Do
4 Hiriyur	Do do ..	Do
5 Holalkere	Do do ...	Do
6 Davangere	Do do ..	Do
7 Molakalmuru	Do do ...	Do
8 Hosdurga	Do do ...	Do
9 Harihar Sub-Taluk	Do do ...	Do

REMARKS.—Excludes the produce of inam, jodi, kayamgutta, sarvamanya, kandayam and other lands, which are in the occupancy of private individuals as well as village "Amarayi" which is sold separately by the Amildar in the Revenue Department.

Village amarayi consists of the following ten kinds of produce found in the assessed waste, gomal, kharab lands gavtana and other lands set apart for communal purposes :—

1. Hunse. 2. Mavu, 3. Seege, 4. Cocoanut, 5. Hippe, 6. Neralu, 7. Halasu, 8. Jali, 9. Honge seeds and leaves, 10. Byala.

N. B.—The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of produce.

Tamarind fruit	Antavaladakai	Cashewnut
Seege kayi	Wild castor seeds	Pappilichakke
Gum	Hulgal seeds	Hippe seeds
Honey	Bende fibre	Mango fruits
Bees-wax	Silk cotton	Kalluhuvu
Kapilarang	Kirichal (State Forest)	Maklieberu (State Forest).
Gerubija or marking nut	Pith	Sogadeberu do
Wood apple	Bolar bark	Kakkekayi
Lichens	Patanga	Somechekke
Maradipoppu or charpoppu	Tupra leaves	Lebi fruit
Horns	Seeta phala	Inglara
Hides	Childabija	Nili seeds
Karikayi	Chagachebija	
Gallnut	Neem seeds	

2. The auction will commence at 2 P.M. and if it is not concluded on the same day, it will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (i) produces a certificate from the Amildar of the taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided in clause 5 and (ii) deposits also with the officer holding the sale a sum of Rs. 50 (fifty only) which must be in the form of cash or currency notes. In absence of the solvency certificate the bidder should be prepared to pay the full amount of the sale with cesses thereon to the Treasury soon after the close of the sale, failing which a resale will be held at his risk rendering him liable to make good any loss that may result to Government, but shall not have any claim to any surplus accruing therefrom. Such losses will be recoverable as an arrer of Land Revenue.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale, and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale, in case the party named therein happens to be the highest bidder obtaining in lieu thereof, if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one, in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the Conservator of Forests or the District Forest Officer, as the case may be, who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

7. The successful bidders shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with the local, railway and other cesses, on the entire lease amount at the rates prevailing in the district. In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government, but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall pay to the Treasury the remaining three-fourths of the sale amount and execute an agreement on a stamped paper of proper value, procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank deposit. In default either to execute the agreement furnishing the required security or to pay the three-fourths of the sale amount or both the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be

liable for the loss arising therefrom which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation or any other law in force for the time being.

10. The sale of tupra leaves does not, in any way, interfere with the power of issuing licenses at retail rates, vested in the Forest Department.

Further conditions to be entered in the agreement are :—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others, without the previous sanction of the Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permits, the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and the officers of the Revenue and the Police Departments, of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee, shall render every month to the District Forest Officer, an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

N.B.—Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove, out of the limits of the taluk before the 30th June 1926 all the produce collected and sorted under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the minor forest produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised right of inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the village amarai as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the minor forest produce; any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part, or both these penalties will be enforced at the discretion of the District Forest Officer or the Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

P. WOOTHIA,
District Forest Officer.